

EXHIBIT 10

1 Meryl Macklin, California Bar No. 115053
Jonathan G. Fetterly, California Bar No. 228612
2 Tracy Talbot, California Bar No. 259786
BRYAN CAVE LLP
3 560 Mission Street, 25th Floor
San Francisco, CA 94105-2994
4 Telephone: (415) 675-3400
Facsimile: (415) 675-3434
5 E-mail: meryl.macklin@bryancave.com
jon.fetterly@bryancave.com
6 tracy.talbot@bryancave.com

7 Alec Farr, *Admitted Pro Hac Vice*
BRYAN CAVE LLP
8 1155 F Street NW
Washington DC 20004
9 Telephone: (202) 508-6000
E-mail: alec.farr@bryancave.com

10 Michael P. Masuda, California Bar No. 129313
11 **NOLAND, HAMERLY, ETIENNE & HOSS, P.C.**
333 Salinas Street
12 P.O. Box 2510
Salinas, CA 93901
13 Telephone : (831) 424-1414
Facsimile : (831) 424-1975
14 Email : mmasuda@nheh.com

15 Attorneys for Defendant
AMBAC ASSURANCE CORPORATION

16
17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **COUNTY OF MONTEREY**
19

20 Monterey Bay Military Housing LLC, and
21 Monterey Bay Land LLC,
22 Plaintiffs,
23
24 v.
25 Ambac Assurance Corporation,
26 Defendant.

Case No.: 15CV000599

**OBJECTIONS TO NOTICE OF TAKING
DEPOSITION OF THE PERSON(S)
MOST KNOWLEDGEABLE OF AMBAC
ASSURANCE CORPORATION AND TO
PRODUCE DOCUMENTS**

Action filed: Dec. 4, 2015

1 Defendant Ambac Assurance Corporation (“Ambac”) hereby objects to the Notice of
2 Taking Deposition of the Person(s) Most Knowledgeable of Ambac Assurance Corporation and to
3 Produce Documents served July 25, 2016 (“Notice”) as follows:

4 **GENERAL OBJECTIONS**

5 Ambac objects to the deposition and accompanying document requests because Plaintiffs
6 are improperly seeking this discovery for use in a pending proceeding in a Wisconsin court: *In the*
7 *Matter of the Rehabilitation of the Segregated Account of Ambac Assurance Corporation*, Case
8 No. 10CV156 (Dane Co. Cir. Ct.) (the “Wisconsin Proceeding”), rather than for the pending
9 action in Monterey. Indeed, Plaintiffs have specifically stated that they are seeking discovery here
10 “[i]n light of the August 26 date for filing objections to” a recent motion in the Wisconsin
11 Proceeding. But the Wisconsin Court has previously held that parties to that Proceeding or those
12 objecting to any aspect of that Proceeding are not entitled to discovery absent leave of court. *See*
13 attached Order (I) Denying Motion for Order to Show Cause; (II) Granting Motions to Quash
14 Notice of Deposition; and (III) Stating Procedures for Discovery by Interested Parties (Dane Co,
15 Circ. Ct., April 5, 2016). Plaintiffs did not seek leave from the Wisconsin Court to take discovery
16 in connection with any objection they may file to the pending motion in the Wisconsin
17 Proceeding. Accordingly, Plaintiffs’ service of the Notice in this action is an effort to circumvent
18 the limitations on discovery imposed by another court in another jurisdiction and as such, is
19 wholly improper and impermissible.

20 Further, even if Plaintiffs could seek discovery here for use in the Wisconsin Proceeding,
21 the information sought by Plaintiffs is not relevant to the Wisconsin Proceeding or this action, nor
22 is it reasonably calculated to lead to the discovery of admissible evidence.

23 Even if Plaintiffs could properly seek discovery for the Wisconsin Proceeding here and the
24 information sought were relevant, Ambac further objects because the date set for the deposition
25 does not give Ambac a reasonable time to prepare for the deposition or gather and prepare for
26 production responsive documents. The Notice identifies categories of testimony and document
27 requests that would require Ambac to produce a witness with knowledge of (and documents
28 relating to), hundreds, if not thousands, of policies over an unlimited and undefined period of time,

1 and any number of other documents and communications relating to those policies. The Notice,
2 and each category of testimony and request for documents, is unreasonable and objectionable for
3 the reasons stated below, including but not limited to Plaintiffs' failure to identify the categories of
4 testimony with the requisite level of particularity. Even if Ambac could identify a witness and
5 documents responsive to the Notice, the amount of notice provided Ambac to identify any
6 "person(s) most knowledgeable" and produce documents is burdensome and unreasonable.

7 Further, Ambac objects to the following terms and phrases as vague, ambiguous,
8 overbroad, and confusing in light of Plaintiffs' definitions:

9 1. "AMBAC" to the extent this definition includes "any and all of its current and
10 former affiliates, subsidiaries, directors, officers, managing members, members, employees, and
11 other persons acting on their behalf" on the grounds that such definition is overbroad.

12 2. "MHPI PROJECTS" to the extent this definition includes privatized military
13 housing projects other than the 13 projects for which Ambac has agreed to provide discovery in
14 this action. This Court has previously held a broader definition is overbroad.

15 3. "MHPI PROJECT DOCUMENTS" to the extent the definition is overbroad in
16 incorporating the definition of "MHPI PROJECTS" as detailed above. This Court has previously
17 held a broader definition is overbroad.

18 **OBJECTIONS TO CATEGORIES OF TESTIMONY**

19 Ambac objects to the Notice and each category of testimony ("Topic") contained therein as
20 follows:

21 **Topic 1:**

22 The existence of any policy, including but not limited to any insurance policy, credit
23 enhancement policy, or other substantially similar policy, issued by Ambac containing default
24 provisions that are substantially similar, in whole or in part, to the default provisions found in the
25 definitions of "Ambac Default" or "Credit Enhancer Default" in the MHPI Project Documents. In
26 this context, a substantially similar provision means a default trigger that in substance contains the
27 same substantive provisions found in the MHPI PROJECT DOCUMENTS.
28

1 **Objections to Topic 1:**

2 Ambac objects to Topic 1 on the grounds that it fails to describe with reasonable
3 particularity the matters on which examination is requested. Cal. Code Civ. Proc. § 2025.230.
4 Ambac further objects on the grounds that this Topic is vague, ambiguous, and overbroad as to
5 scope and time, including in its use of the terms “AMBAC” and “MHPI PROJECT
6 DOCUMENTS” and as described below, and on the grounds that compliance with this Topic
7 would be overly burdensome and oppressive. Ambac further objects to this Topic because it is
8 neither relevant to the subject matter involved in this action nor likely to lead the discovery of
9 admissible evidence. If Plaintiffs nonetheless continue to pursue this Topic as phrased and the
10 Court overrules Ambac’s objections, Ambac will cooperate in producing a witness if the issues are
11 more limited and better identified.

12 This Topic is objectionable on each of these grounds because compliance would require
13 Ambac to search among approximately 15,000 policies for, and produce a witness capable of
14 testifying regarding, policies issued over an unspecified and unlimited period of time that contain
15 default provisions that are “substantially similar, in whole or in part” to the default provisions in
16 the MHPI Project Documents. Plaintiffs’ use of the words “substantially,” “substance,” and
17 “substantive” all in the same sentence do not make this Topic less vague, or more particular, but in
18 fact, render it more vague, and require Ambac to guess what it is that Plaintiffs find to be
19 “substantially similar,” what provisions are “substantively” the same, and in general, what “a
20 default trigger that in substance contains the same substantive provisions” is supposed to mean.
21 There is no Ambac employee with this knowledge and it would be impossible to prepare someone
22 to testify on this Topic as defined.

23 Ambac further objects to this Topic to the extent it calls for the disclosure of any
24 confidential or privileged information, including any information protected by the attorney-client
25 privilege, work product privilege, or the statutory privilege established by Wisconsin Statute
26 § 601.465, and because it seeks confidential financial information of third parties that is subject to
27 a right of privacy.

28

1 Ambac further objects to the purpose and timing of the deposition and accompanying
2 document requests as Plaintiffs are seeking this discovery improperly for use in a pending motion
3 in the Wisconsin Proceeding. The Wisconsin Court has previously held that parties to that
4 Proceeding or those objecting to any aspect of that Proceeding are not entitled to discovery absent
5 leave of court, which Plaintiffs have not sought. Accordingly, Plaintiffs' service of the Notice in
6 this action is an effort to circumvent the limitations on discovery imposed by another court in
7 another jurisdiction and as such, is wholly improper and impermissible.

8 **Topic 2:**

9 Any analysis, discussion, or questioning by Ambac or its employees or agents, regarding
10 whether the Wisconsin Rehabilitation Proceedings caused a default under the specific default
11 triggers in the policies identified in response to Topic #1 above.

12 **Objections to Topic 2:**

13 Ambac objects to Topic 2 on the grounds that it fails to describe with reasonable
14 particularity the matters on which examination is requested. Cal. Code Civ. Proc. § 2025.230.
15 Ambac further objects on the grounds that this Topic is vague, ambiguous and overbroad as to
16 scope and time, including in its use of the terms "AMBAC" and "MHPI PROJECT
17 DOCUMENTS" and as described below, and on the grounds that compliance with this Topic
18 would be overly burdensome and oppressive. Ambac further objects to this Topic because it is
19 neither relevant to the subject matter involved in this action nor likely to lead the discovery of
20 admissible evidence. If Plaintiffs nonetheless continue to pursue this Topic as phrased and the
21 Court overrules Ambac's objections, Ambac will cooperate in producing a witness if the issues are
22 more limited and better identified.

23 This Topic is objectionable on each of these grounds because compliance would require
24 Ambac to search among approximately 15,000 policies for, and produce a witness capable of
25 testifying regarding, policies issued over an unspecified and unlimited period of time that contain
26 default provisions that are "substantially similar, in whole or in part" to the default provisions in
27 the MHPI Project Documents. Plaintiffs' use of the words "substantially," "substance," and
28 "substantive" all in the same sentence do not make this Topic less vague, or more particular, but in

1 fact, render it more vague, and require Ambac to guess what it is that Plaintiffs find to be
2 “substantially similar,” what provisions are “substantively” the same, and in general, what “a
3 default trigger that in substance contains the same substantive provisions” is supposed to mean.
4 There is no Ambac employee with this knowledge and it would be impossible to prepare someone
5 to testify on this Topic as defined.

6 Ambac further objects to this Topic to the extent it calls for the disclosure of any
7 confidential or privileged information, including any information protected by the attorney-client
8 privilege, work product privilege, or the statutory privilege established by Wisconsin Statute
9 § 601.465, and because it seeks confidential financial information of third parties that is subject to
10 a right of privacy.

11 Ambac further objects to the purpose and timing of the deposition and accompanying
12 document requests as Plaintiffs are seeking this discovery improperly for use in a pending motion
13 in the Wisconsin Proceeding. The Wisconsin court has previously held that parties to that
14 Proceeding or those objecting to any aspect of that Proceeding are not entitled to discovery absent
15 leave of court, which Plaintiffs have not sought. Accordingly, Plaintiffs’ service of the Notice in
16 this action is an effort to circumvent the limitations on discovery imposed by another court in
17 another jurisdiction and as such, is wholly improper and impermissible.

18 **Topic 3:**

19 All communications between Ambac or its employees or agents and the Rehabilitator
20 regarding whether the Wisconsin Rehabilitation Proceedings caused a default under the specific
21 default triggers in the policies identified in response to Topic #1 above.

22 **Objections to Topic 3:**

23 Ambac objects to Topic 2 on the grounds that it fails to describe with reasonable
24 particularity the matters on which examination is requested. Cal. Code Civ. Proc. § 2025.230.
25 Ambac further objects on the grounds that this Topic is vague, ambiguous and overbroad as to
26 scope and time, including in its use of the terms “AMBAC” and “MHPI PROJECT
27 DOCUMENTS” and as described below, and on the grounds that compliance with this Topic
28 would be overly burdensome and oppressive. Ambac further objects to this Topic because it is

1 neither relevant to the subject matter involved in this action nor likely to lead the discovery of
2 admissible evidence. If Plaintiffs nonetheless continue to pursue this Topic as phrased and the
3 Court overrules Ambac’s objections, Ambac will cooperate in producing a witness if the issues are
4 more limited and better identified.

5 This Topic is objectionable on each of these grounds because compliance would require
6 Ambac to search among approximately 15,000 policies for, and produce a witness capable of
7 testifying regarding, policies issued over an unspecified and unlimited period of time that contain
8 default provisions that are “substantially similar, in whole or in part” to the default provisions in
9 the MHPI Project Documents. Plaintiffs’ use of the words “substantially,” “substance,” and
10 “substantive” all in the same sentence do not make this Topic less vague, or more particular, but in
11 fact, render it more vague, and require Ambac to guess what it is that Plaintiffs find to be
12 “substantially similar,” what provisions are “substantively” the same, and in general, what “a
13 default trigger that in substance contains the same substantive provisions” is supposed to mean.
14 There is no Ambac employee with this knowledge and it would be impossible to prepare someone
15 to testify on this Topic as defined.

16 Ambac further objects to this Topic to the extent it calls for the disclosure of any
17 confidential or privileged information, including any information protected by the attorney-client
18 privilege, work product privilege, or the statutory privilege established by Wisconsin Statute
19 § 601.465, and because it seeks confidential financial information of third parties that is subject to
20 a right of privacy.

21 Ambac further objects to the purpose and timing of the deposition and accompanying
22 document requests as Plaintiffs are seeking this discovery improperly for use in a pending motion
23 in the Wisconsin Proceeding. The Wisconsin court has previously held that parties to that
24 Proceeding or those objecting to any aspect of that Proceeding are not entitled to discovery absent
25 leave of court, which Plaintiffs have not sought. Accordingly, Plaintiffs’ service of the Notice in
26 this action is an effort to circumvent the limitations on discovery imposed by another court in
27 another jurisdiction and as such, is wholly improper and impermissible.

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1 time deadline that Plaintiffs have demanded. Plaintiffs’ use of the words “substantially,”
2 “substance,” and “substantive” all in the same sentence do not make this Topic less vague, or more
3 particular, but in fact, render it more vague, and require Ambac to guess what it is that Plaintiffs
4 find to be “substantially similar,” what provisions are “substantively” the same, and in general,
5 what “a default trigger that in substance contains the same substantive provisions” is supposed to
6 mean.

7 Ambac further objects to this Request to the extent it calls for the disclosure of any
8 confidential or privileged information, including any information protected by the attorney-client
9 privilege, work product privilege, or the statutory privilege established by Wisconsin Statute
10 § 601.465, and because it seeks confidential financial information of third parties that is subject to
11 a right of privacy.

12 Ambac objects to the purpose and timing of the deposition and accompanying document
13 requests as Plaintiffs are seeking this discovery improperly for use in a pending motion in the
14 Wisconsin Proceeding. The Wisconsin court has previously held that parties to that Proceeding or
15 those objecting to any aspect of that Proceeding are not entitled to discovery absent leave of court,
16 which Plaintiffs have not sought. Accordingly, Plaintiffs’ service of the Notice in this action is an
17 effort to circumvent the limitations on discovery imposed by another court in another jurisdiction
18 and as such, is wholly improper and impermissible.

19 **Request 2:**

20 All DOCUMENTS and COMMUNICATIONS, containing any analysis, discussion, or
21 questioning by AMBAC or its employees or agents, regarding whether the WISCONSIN
22 REHABILITATION PROCEEDINGS caused a default under the specific default triggers in the
23 policies identified in response to Request #1 above.

24 **Objections to Request 2:**

25 Ambac objects to Request 2 on the grounds that it fails to specify with reasonable
26 particularity any materials or category of materials to be produced. Cal. Code Civ. Proc. §§
27 2025.220(a)(4), 2031.030(c)(1). Ambac further objects on the grounds that this Request is vague,
28 ambiguous and overbroad as to scope and time, including in its use of the terms “AMBAC” and

1 “MHPI PROJECT DOCUMENTS” and as described below, and on the grounds that compliance
2 with this Request would be overly burdensome and oppressive. Ambac further objects to this
3 Request because it seeks documents that are neither relevant to the subject matter involved in this
4 action nor likely to lead the discovery of admissible evidence. If Plaintiffs nonetheless continue to
5 pursue this Request as phrased and the Court overrules Ambac’s objections, Ambac can produce
6 only a more narrowly and precisely defined set of documents in accordance with the provisions
7 and requirements of CCP section 2031 to the extent it has any nonprivileged responsive
8 documents in its possession, custody, or control.

9 This Request is objectionable on each of these grounds because compliance would require
10 Ambac to search through approximately 15,000 policies to determine which ones contain default
11 provisions that are “substantially similar, in whole or in part” to the default provisions in the
12 MHPI Project Documents and to guess what it is that Plaintiffs mean by “substantially similar,”
13 “substantively” the same, and “in substance.” This is a monumental task, especially on the short
14 time deadline that Plaintiffs have demanded. Plaintiffs’ use of the words “substantially,”
15 “substance,” and “substantive” all in the same sentence do not make this Topic less vague, or more
16 particular, but in fact, render it more vague, and require Ambac to guess what it is that Plaintiffs
17 find to be “substantially similar,” what provisions are “substantively” the same, and in general,
18 what “a default trigger that in substance contains the same substantive provisions” is supposed to
19 mean.

20 Ambac further objects to this Request on the ground that it is duplicative of prior requests
21 served by Plaintiffs in this action.

22 Ambac further objects to this Request to the extent it calls for the disclosure of any
23 confidential or privileged information, including any information protected by the attorney-client
24 privilege, work product privilege, or the statutory privilege established by Wisconsin Statute
25 § 601.465, and because it seeks confidential financial information of third parties that is subject to
26 a right of privacy.

27 Ambac objects to the purpose and timing of the deposition and accompanying document
28 requests as Plaintiffs are seeking this discovery improperly for use in a pending motion in the

1 Wisconsin Proceeding. The Wisconsin court has previously held that parties to that Proceeding or
2 those objecting to any aspect of that Proceeding are not entitled to discovery absent leave of court,
3 which Plaintiffs have not sought. Accordingly, Plaintiffs' service of the Notice in this action is an
4 effort to circumvent the limitations on discovery imposed by another court in another jurisdiction
5 and as such, is wholly improper and impermissible.

6 **Request 3:**

7 All COMMUNICATIONS between Ambac or its employees or agents and the
8 Rehabilitator regarding whether the WISCONSIN REHABILITATION PROCEEDINGS caused a
9 default under the specific default triggers in the policies identified in response to Request #1
10 above.

11 **Objections to Request 3:**

12 Ambac objects to Request 3 on the grounds that it fails to specify with reasonable
13 particularity any materials or category of materials to be produced. Cal. Code Civ. Proc. §§
14 2025.220(a)(4), 2031.030(c)(1). Ambac further objects on the grounds that this Request is vague,
15 ambiguous and overbroad as to scope and time, including in its use of the terms "AMBAC" and
16 "MHPI PROJECT DOCUMENTS" and as described below, and on the grounds that compliance
17 with this Request would be overly burdensome and oppressive. Ambac further objects to this
18 Request because it seeks documents that are neither relevant to the subject matter involved in this
19 action nor likely to lead the discovery of admissible evidence. If Plaintiffs nonetheless continue to
20 pursue this Request as phrased and the Court overrules Ambac's objections, Ambac can produce
21 only a more narrowly and precisely defined set of documents in accordance with the provisions
22 and requirements of CCP section 2031 to the extent it has any nonprivileged responsive
23 documents in its possession, custody, or control.

24 This Request is objectionable on each of these grounds because compliance would require
25 Ambac to search through approximately 15,000 policies to determine which ones contain default
26 provisions that are "substantially similar, in whole or in part" to the default provisions in the
27 MHPI Project Documents and to guess what it is that Plaintiffs mean by "substantially similar,"
28 "substantively" the same, and "in substance." This is a monumental task, especially on the short

1 time deadline that Plaintiffs have demanded. Plaintiffs' use of the words "substantially,"
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4 find to be "substantially similar," what provisions are "substantively" the same, and in general,
5 what "a default trigger that in substance contains the same substantive provisions" is supposed to
6 mean.

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8 served by Plaintiffs in this action.

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12 § 601.465, and because it seeks confidential financial information of third parties that is subject to
13 a right of privacy.

14 Ambac objects to the purpose and timing of the deposition and accompanying document
15 requests as Plaintiffs are seeking this discovery improperly for use in a pending motion in the
16 Wisconsin Proceeding. The Wisconsin court has previously held that parties to that Proceeding or
17 those objecting to any aspect of that Proceeding are not entitled to discovery absent leave of court,
18 which Plaintiffs have not sought. Accordingly, Plaintiffs' service of the Notice in this action is an
19 effort to circumvent the limitations on discovery imposed by another court in another jurisdiction
20 and as such, is wholly improper and impermissible.

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22 Dated: August 12, 2016

BRYAN CAVE LLP

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By 

26

Meryl Macklin
Attorneys for Defendant
AMBAC ASSURANCE CORPORATION

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In the Matter of the Rehabilitation of:

Case No. 10 CV 1576

Segregated Account of Ambac Assurance Corporation

FILED

APR - 5 2016

ORDER**(I) DENYING MOTION FOR ORDER TO SHOW CAUSE**
(II) GRANTING MOTIONS TO QUASH NOTICE OF DEPOSITION and
(III) STATING PROCEDURES FOR DISCOVERY BY INTERESTED PARTIES

DANE COUNTY CIRCUIT COURT

This matter came before the Court on: (1) the CarVal Holders'¹ motion for an order to show cause why the Commissioner of Insurance, as Court-appointed Rehabilitator for the Segregated Account of Ambac Assurance Corporation, should not increase the Interim Payment Percentage for allowed claims pursuant to the Amended Plan of Rehabilitation; and (2) the Rehabilitator's and Ambac's motions to quash the CarVal Holders' notice of deposition of Ambac Assurance Corporation.

For the reasons set forth on the record at the March 29, 2016 hearing in this matter, the Court hereby orders as follows:

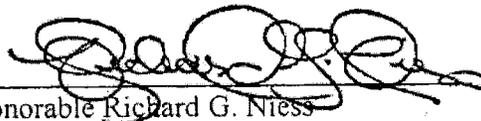
1. The CarVal Holders' motion for an order to show cause is DENIED.
2. The Rehabilitator's and Ambac's motions to quash the CarVal Holders' notice of deposition are GRANTED.

¹ The "CarVal Holders" consist of the following entities: CVI GVF (Lux) Master S.A.r.l.; CVF Lux Securities Trading S.A.r.l.; CVI CVF II Lux Securities Trading S.a.r.l.; CVI CVF III Lux Securities S.a.r.l.; CVIC Lux Securities Trading S.a.r.l.; CVIC II Lux Securities Trading S.a.r.l.; CVI AA Lux Securities S.a.r.l.; CVI CHVF Lux Securities S.a.r.l.; CarVal GCF Lux Securities S.a.r.l.; and CVI HH Investments LP.

3. The Court further directs all interested parties to adhere to the below procedures with regard to discovery. The Court of Appeals has held that “interested parties are not entitled to discovery in this rehabilitation proceeding.” *Nickel v. Wells Fargo Bank*, 2013 WI App 129, ¶ 113, 351 Wis. 2d 539, 841 N.W.2d 482. Accordingly, interested parties may not seek to take discovery of any type in this proceeding without leave of this Court. An interested party that wishes to take discovery may seek leave to do so by filing a motion with the Court, stating the basis for the request, together with supporting information. Upon receiving a request for leave to take discovery, the Court will either deny leave or request a response from the Rehabilitator, Ambac or other respondent. The Rehabilitator, Ambac or other respondent shall not respond to a request for leave to take discovery unless so ordered by the Court.

Dated this 5 day of April, 2016

BY THE COURT:


Honorable Richard G. Niess

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PROOF OF SERVICE

I am employed in the City and County of San Francisco, California. I am over the age of 18 and not a party to the within action. My business address is: 560 Mission Street, 25th Floor, San Francisco, CA 94105, and my email address is: kelly.feldman@bryancave.com.

On August 12, 2016, I served on the interested parties in said action the within:

NOTICE OF ASSOCIATION OF COUNSEL

on each interested party in this action, as follows:

Justin M. O’Connell CAVASSA O’CONNELL 30 Ragsdale Drive, Suite 200 Monterey, CA 93940 Tel: (831) 655-6868 Fax: (831) 920-1031 justin@cavassaoconnell.com	<i>Attorneys for Plaintiffs</i>
Jeffrey L. Willian Donna M. Welch KIRKLAND & ELLIS LLP 300 N. LaSalle Chicago, IL 60654 Tel: (312) 862-2425 Fax: (312) 862-2200 jwillian@kirkland.com dwelch@kirkland.com	<i>Attorneys for Plaintiffs</i>

(BY MAIL) I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. Postal Service on that same day with postage thereon fully prepaid at San Francisco, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

BY ELECTRONIC MAIL - Pursuant to the consent of the parties I caused the above-entitled documents to be electronically served on the interested parties to the action at their email address listed above.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on August 12, 2016, at San Francisco, California.

Kelly Feldman